U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0006

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov/. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant	2. Registration No.
Venable LLP 575 7th Street, NW Washington DC, 20004	5931

3. Name of foreign principal	4. Principal address of foreign principal
Hong Kong Trade Development Council	36-39/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong

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5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Committee
  - ☒ Corporation (Statutory)
  - ☐ Voluntary group
  - ☐ Association
  - ☐ Other (specify): _____
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant — Not Applicable

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address — Not Applicable

b) Name and title of official with whom registrant deals

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

The Hong Kong Trade Development Council's objective is to create and facilitate opportunities in international trade for Hong Kong companies, especially small and medium-sized enterprises (SMEs) and to promote a positive image of Hong Kong. The Council's specific mission is to: 1) Develop and diversify markets for Hong Kong companies; 2) Promote Hong Kong's products and services in world markets; 3) Promote Hong Kong's leading role as an international business hub for services and information; 4) Enhance Hong Kong's position as the pre-eminent international business city of China; and 5) Enhance Hong Kong's standing as a partner and platform for global business and supporter of free trade.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☒
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The Hong Kong Trade Development Council receives a subvention from the Hong Kong Government paid from general revenue on a discretionary basis.

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The Hong Kong Trade Development Council is a statutory organization with a specified constitution and a specified membership. Its control is accordingly vested in the hands of the member specified.

Date of Exhibit A	Name and Title	Signature
05/20/09	Michael Ferrell, Partner	Michael J. Ferrell

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov/. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Venable LLP	5931

3. Name of Foreign Principal
Hong Kong Trade Development Council

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant will provide advice, counsel, and represent the interest of the Hong Kong Trade Development Council with regard to bilateral issues in the economic relationship between Hong Kong and the U.S. See attached Agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide full consultancy services (congressional and government relations) to the Hong Kong Trade Development Council and its designated representative(s) in relation to the U.S. Congress (legislative Branch) and the U.S. Administration (Executive Branch) with regard to economic and trade issues and other possible actions affecting the interests of Hong Kong; and research and monitor legislative and administrative activities to determine the potential for positive initiatives to the interests of Hong Kong. See attached Agreement.

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9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Through meetings and communication with individuals in the U.S. Legislative and Executive branches and the private sector, seek to foster positive relations between the Hong Kong Trade Development Council and its constituents and the U.S., and protect, promote, assist and develop Hong Kong's economic and trade interests in the U.S., as further detailed in the attached Agreement.

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Date of Exhibit B	Name and Title	Signature
05/20/09	Michael Ferrell, Partner	Michael J. Ferrell

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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1 April 2009

Mr. Raymond Shepherd III
Venable LLP
575 Seventh Street, N.W.
Washington, D.C. 20004

Dear Mr. Shepherd,

I refer to the Agreement dated 1st of April 2009 signed by the Hong Kong Trade Development Council (the "TDC") and Venable LLP (the "Consultant"), and I wish to set out my understanding of the manner in which the Agreement will be operated.

The Agreement covers the period 1 April 2009 to 31 March 2010 and can be reviewed at the sole discretion of the TDC for possible extension for another year subject to the same fee level, terms and conditions of the contract for the first year. Your engagement is funded by the TDC which is the statutory body responsible for promoting, assisting and developing Hong Kong's overseas trade.

For administrative purposes, it is envisaged under the Agreement that the Consultant will report to and be instructed by the Hong Kong Economic and Trade Office in Washington, D.C.

You will be aware that, in addition to your services, the Government of the Hong Kong Special Administrative Region has retained the services of certain consultants and the TDC has retained the consultancy services of certain other consultants. It is envisaged that co-ordination will be achieved primarily through meetings convened by the Hong Kong Economic and Trade Office in Washington, D.C.

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To avoid any possible conflict of interest between the Consultant's representation of Hong Kong and of other clients, you are required to set out in your response to this letter your representation of other clients on issues that may potentially conflict with the interests of Hong Kong, and how you propose to deal with such conflicts of interest. Should any such conflicts arise in future, you are required to consult the TDC in accordance with the provisions in paragraph 5 of the Agreement.

Would you please signify your acceptance of the above procedural arrangements by signing and returning the attached copy of this letter.

Yours sincerely,

(Stephen Wong)
Regional Director, Americas
Hong Kong Trade Development Council

The Hong Kong Trade Development Council

and

Venable LLP

Consultancy Agreement

CONSULTANCY AGREEMENT

This Agreement is made on the 1st of April 2009 between Venable LLP situated at 575 Seventh Street, N.W., Washington, D.C. 20004 (hereinafter referred to as the "Consultant") and the Hong Kong Trade Development Council of 36-39/F, Office Tower, Convention Plaza, 1 Harbour Road, Hong Kong (hereinafter referred to as the "TDC") with respect to the performance of consultancy services on a non exclusive basis in the government relations area to protect, promote, assist and develop Hong Kong's economic and trade interests in the United States of America (hereinafter referred to as the "US"), and seek to prevent or minimize any negative impact that action taken by the US including action against Hong Kong's major trading partners may have on the economic well-being of Hong Kong. It is hereby agreed as follows :

1. This Agreement shall be deemed to have commenced on the 1st of April 2009 and shall continue thereafter until the 31st of March 2010, unless terminated in accordance with paragraph 9 below. Furthermore, in the event of Mr. Birch Bayh and/or Mr Raymond V. Shepherd III ceasing to be actively associated with the Consultant and/or being unable personally to handle the issues contemplated under this Agreement, the Consultant shall immediately inform the TDC and this Agreement will be reviewed and may be terminated immediately by the TDC at its sole discretion.

2. During the currency of this Agreement, the Consultant agrees to :

   (a) provide full consultancy services (congressional and government relations) to the TDC and its designated representative(s) in relation to the US Congress(Legislative Branch) and the US Administration (Executive Branch) including the White House with regard to economic and trade issues and other possible actions affecting the interests of Hong Kong; and

   (b) research and monitor legislative and administrative activities to determine the potential for positive initiatives as well as threats to the interests of Hong Kong. The Consultant will develop, in conjunction with the TDC or its designated representative(s), strategic plans to pursue these interests.

3. The Consultant also agrees but not limited to provide advice, support and assistance in :

(a) identifying key lobbying targets in the US Congress and Administration who may have a bearing on policies affecting the interests of Hong Kong, e.g. US/China trade relations; US implementation of the World Trade Organisation agreements; trade legislation including but not limited to those concerning presidential fast-track authority, trade in textiles and apparel, section 301 statutes, consumer product safety requirements, trade enforcement, cap-and-trade regime, intellectual property protection, export control, etc.; anti-dumping, countervailing and safeguard legislation and actions; actions against tax havens or financial privacy jurisdictions; customs matters; port and aviation security initiatives; US's free trade agreements with other economies; APEC; policy issues relating to environmental protection, labour and human rights, investment and competition, public health and food safety;

(b) establishing access and contacts; and maintaining close working relations with the key lobbying targets identified, key members of the US Congress and their personal staffers, relevant Congressional Committees and their professional staffers, the US Administration including the White House, and other quasi-government and non-government organisations to ensure that issues affecting the interests of Hong Kong are put in the proper perspective;

(c) developing a programme to convey to all levels of contacts about Hong Kong's free trade stance and its open market;

(d) gathering information which may affect the interests of Hong Kong; and

(e) arranging regular meetings for TDC and its designated representative(s), as well as official/business delegations from Hong Kong, with the US Administration, the US Congress, other agencies of importance to Hong Kong's interests including quasi-government organisations, and Hong Kong's allies in the US.

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4. It is agreed, with respect to the services rendered by the Consultant pursuant to paragraph 3 above, that the Consultant will perform such services as an independent contractor to, and not as agent or employee of, the TDC. The Consultant shall not assign or otherwise dispose of any interest, right, benefit or obligation under this Agreement. The Consultant warrants that the consultancy services will be performed and completed in a professional manner and that the consulting team shall be as approved by TDC and that the consulting team shall use all proper and professional skill, care and diligence in the performance of the consultancy services and the discharge of all duties and obligations under this Agreement.

5. (a) The Consultant shall during the course of this Agreement and for six months thereafter:

(i) ensure that it and each of the persons deployed to perform the consultancy services undertake no service, task or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of this Agreement) which touches, concerns or affects the consultancy services, or which may be seen to touch, concern or affect the consultancy services, without the prior written approval of the TDC which shall not be unreasonably refused or delayed unless the TDC is satisfied that the service, task or job could have an adverse impact on the effectiveness of the Consultant's performance of its services; and

(ii) forthwith notify the TDC in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial interests of the Consultant or its associates or associated persons, or any person deployed to perform the consultancy services or his associates and associated persons, conflict or compete, or may conflict or compete, with the Consultant's duties to the TDC under this Agreement. Under this Agreement,

- "associates" in relation to any person means a relative or partner of that person; or a company one or more of whose directors is in common with one or more of the directors of that person;

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- "associated person" in relation to another person means any person who has control, directly or indirectly, over the other; or any person who is controlled, directly or indirectly, by another; or any person who is controlled by, or has control over, a person mentioned above; and

- "control" in relation to another person means the power of a person to secure: by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person; or by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; or by virtue of holding office as a director in that or any other person; that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person.

(b) Whether notice has been given under paragraph 5(a) or otherwise, in the event that the TDC shall determine, at its sole discretion, that a conflict of interest exists or is likely to arise as a result of an existing or new consultancy or other service undertaken by the Consultant, the TDC shall, at its option, be entitled immediately to terminate this Agreement and, in such case, the professional charges of the Consultant provided for in paragraph 7 shall be calculated on a pro-rata basis payable with respect to the period up to the date of termination and, for the avoidance of doubt, the Consultant shall in this event, forthwith refund to the TDC such part of the fees which have been paid by the TDC for or in respect of the period after the termination date without any deduction, setoff or counterclaim.

(c) The Consultant shall, at such time, deliver to the TDC all documents, data and other papers in relation to the consultancy services completed prior to the date of termination in an orderly professional manner.

6. All materials and data furnished by or on behalf of the TDC in

connection with this Agreement shall be treated as confidential information. The Consultant shall not without the prior written approval of the TDC at any time either during the course of this Agreement or thereafter divulge to any third person any confidential information in connection with the consultancy services or otherwise relating to or concerning the TDC. The Consultant shall use its best endeavours to ensure that all members of its staff comply with the requirements of this provision. This obligation shall not apply to information i) previously known to the Consultant as evidenced by its records; ii) subsequently otherwise acquired by the Consultant from a third party having an independent right to disclose the information; iii) which is now or later becomes publicly known through no fault of the Consultant.

7. In consideration of the performance of the consultancy services and undertakings of the Consultant herein during the currency of this Agreement, the TDC will pay the Consultant a sum of US$240,000 as consultancy fee. The payment shall be paid in twelve (12) instalments of US$20,000 each upon satisfactory performance of the consultancy services. The payment will be effected in arrears on the last day of the month. If this Agreement is terminated at any time before the 31st of March 2010, the fees shall be prorated to cover the period prior to termination. All ordinary and incidental expenses are covered by this sum. However, the sum does not include expenses for foreign travel or other extraordinary expenses for which the Consultant should obtain TDC's prior written consent before incurring, failing which no reimbursement will be made. The consultant shall submit copies of the relevant invoices and receipts when claiming such expenses.

8. (a) Subject to paragraph 8(b), the TDC shall become the exclusive owner of the deliverables and all the information, charts, documents, plans, software, data and material therein or created, supplied or produced by or on behalf of the Consultant under this Agreement (the "Acquired Property") and the copyright and all other intellectual property in the Acquired Property shall vest in the TDC absolutely. For the avoidance of doubt, the Consultant agrees that the TDC may reproduce or disclose in its entirety all or any part of the Acquired Property for any purpose whatsoever at any time.

(b) The ownership and all intellectual property in the deliverables

produced or created by the Consultant in providing the consultancy services shall vest in the TDC absolutely. The Consultant shall not use or reproduce the same except for the performance of its obligations hereunder, or with the prior written approval of the TDC.

(c) The provisions of paragraphs 8(a) and 8(b) shall not apply to any information (the "Licensed Property") which is or was specifically produced or created solely and exclusively in relation to services, other than the consultancy services or services to the TDC, and which is incorporated into or used by the Consultant in the performance of the consultancy services hereunder.

(d) The Consultant hereby warrants that the TDC shall acquire an irrevocable and perpetual licence to use and reproduce the Licensed Property in its absolute discretion in its implementation or attempted implementation in whole or in part of the advice and recommendations given by the Consultant under this Agreement.

(e) The Consultant shall not infringe the copyright or other intellectual property of or in respect of any publications, matters or things.

(f) The Consultant will execute such assignments, deeds, licences and documents and give such notices immediately as the TDC may require to effect the assignment and licensing as the case may be of the copyright and intellectual property rights to the TDC.

9. (a) Either party may terminate this Agreement by written notice to the other party hereto, not less than thirty (30) days prior to the date upon which such termination becomes effective. Breach of any conditions contained in this Agreement by either party shall entitle the other party to terminate this Agreement forthwith.

(b) The TDC will be entitled to terminate this Agreement forthwith if the Consultant shall go into liquidation or if a receiver has been appointed over any of its assets or if the Consultant enters into a chapter 11 bankruptcy situation. For the avoidance of doubt, the Consultant shall refund to the TDC any amounts paid in respect of consultancy services which have not been performed at the date of termination.

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10. (a) If any dispute or difference shall arise between the parties hereto touching any matter or thing connected with this Agreement the same shall be referred, following written notice of the existence of the dispute or difference given by one party to the other, to a mutually agreed single arbitrator, sitting in Hong Kong, who shall arbitrate the dispute or differences in accordance with the provisions of the Arbitration Ordinance of Hong Kong or any statutory modification or re-enactment thereof for the time being in force.

(b) The award of the arbitrator shall be final and binding on both parties.

11. This Agreement shall be subject to and construed in accordance with the laws of the Hong Kong Special Administrative Region.

12 (a) The Consultant shall indemnify and keep the TDC fully and effectively indemnified against all claims, damages, losses, costs and expenses in respect of personal injury, death, or damage to property, arising out of or resulting from the performance or attempted performance of this Agreement or caused by any trespass, negligence, defamation, breach of statutory duty, nuisance or breach of this Agreement by the Consultant, its employees or agents.

(b) The Consultant shall indemnify the TDC and keep the TDC fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the use or possession of the deliverables or other materials mentioned in paragraph 8 infringed the copyrights, intellectual property or innominate rights of any third party.

13. Where the Consultant has incurred any liability to the TDC, whether at law or in equity and whether such liability is liquidated or unliquidated, the TDC may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the TDC to the Consultant under this Agreement or any other contracts.

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Signed
for and on behalf of
Venable LLP

By Raymond Mayer III

In the presence of :

Witness : Signature W.R.

Name William R. Nordwind

Address 575 7th St., NW
Washington, D.C. 20004

Occupation Atty.

Signed for and on behalf of
the Hong Kong Trade Development
Council

By

Stephen Wong
Regional Director, Americas

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In the presence of :

Witness : Signature

Name Kim Hilow

Address 219 East 46 Street, New York, NY 10017

Occupation Administrative Assistant